

#15
16818-C

THELEN, MARRIN, JOHNSON & BRIDGES

ATTORNEYS AT LAW

SAN FRANCISCO
LOS ANGELES
OAKLAND
ORANGE COUNTY

70 EAST 55TH STREET
NEW YORK, NEW YORK 10022-3222
(212) 753-6320

WASHINGTON D C
HONG KONG
SAN JOSE
HOUSTON

RECORDATION NO 16818-C FILED 1685

FAX (212) 753-7450

MAY 24 1990 11 40 AM

May 24, 1990

INTERSTATE COMMERCE COMMISSION

0-144A002

Office of the Secretary
Recordation Unit
Room 2303
Interstate Commerce Commission
12th and Constitution Avenue, N.W.
Washington, D.C. 20423

Attention: Ms. Mildred Lee

Dear Ms. Lee:

Enclosed are an original and one certified true copy of the document described below, to be recorded pursuant to 49 U.S.C. § 11303.

Lease and Indenture Supplement No. 2 and Amendment, dated May 17, 1990, is a secondary document. The primary documents to which the Lease and Indenture Supplement No. 2 and Amendment is connected are recorded under Recordation No. 16818 and No. 16818-A. The names and addresses of the parties to such document are as follows:

The Connecticut National Bank
777 Main Street
Hartford, CT 06115

CSX Transportation, Inc.
100 N. Charles Street
Baltimore, MD 21201

Mercantile-Safe Deposit and Trust Company
2 Hopkins Plaza
Baltimore, MD 21203

Cargill Leasing Corporation
15407 McGinty Road West
Minnetonka, MN 55345

MAY 24 11 37 AM '90

Countrywide - C.T. Koppeler

THELEN, MARRIN, JOHNSON & BRIDGES

Ms. Mildred Lee
May 24, 1990
Page Two

A description of the equipment covered by the document follows: SD40-2 Locomotives. The identifying marks for this equipment are provided in Appendix A attached hereto.

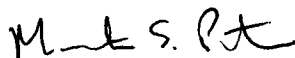
A filing fee of \$15.00 is enclosed. Please return to the undersigned the original and any extra copies not needed by the Commission for recordation.

A short summary of the document, to appear in the index follows:

Lease and Indenture Supplement No. 2 and Amendment, dated May 17, 1990, among The Connecticut National Bank, not in its individual capacity but as otherwise expressly provided therein but solely as trustee, as Owner Trustee, CSX Transportation, Inc., as Lessee, Mercantile-Safe Deposit and Trust Company, as Indenture Trustee, and Cargill Leasing Corporation.

Very truly yours,

THELEN, MARRIN, JOHNSON & BRIDGES



Mark S. Peters

Enclosures

0001P

CSXT NO.

8388
8331
8321
8395
8369
8357
8317
8364
8435
8312
8319
8350
8352
8404
8417

MAY 24 1990 -11 40 AM

INTERSTATE COMMERCE COMMISSION

**LEASE AND INDENTURE SUPPLEMENT NO. 2
AND AMENDMENT**

Dated May 17, 1990

Among

THE CONNECTICUT NATIONAL BANK,
not in its individual capacity but solely as trustee,
Lessor/Owner-Trustee,

CSX TRANSPORTATION, INC.,
as Lessee

and

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,
not in its individual capacity but solely as trustee,
Indenture Trustee

ALL RIGHT, TITLE AND INTEREST IN AND TO THIS LEASE AND INDENTURE SUPPLEMENT NO. 2 AND AMENDMENT AND TO THE LOCOMOTIVES COVERED HEREBY ON THE PART OF THE CONNECTICUT NATIONAL BANK, AS OWNER TRUSTEE, HAS BEEN ASSIGNED TO AND IS SUBJECT TO A LIEN AND SECURITY INTEREST IN FAVOR OF MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, AS INDENTURE TRUSTEE, UNDER AN INDENTURE AND SECURITY AGREEMENT NO. 14 DATED AS OF MARCH 14, 1990. TO THE EXTENT, IF ANY, THAT THIS LEASE AND INDENTURE SUPPLEMENT NO. 2 AND AMENDMENT CONSTITUTES CHATTEL PAPER (AS SUCH TERM IS DEFINED IN THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN ANY APPLICABLE JURISDICTION), NO SECURITY INTEREST IN THIS LEASE AND INDENTURE SUPPLEMENT NO. 2 AND AMENDMENT MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL COUNTERPART THAT CONTAINS THE RECEIPT THEREFOR EXECUTED BY MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, AS INDENTURE TRUSTEE, ON OR IMMEDIATELY FOLLOWING THE SIGNATURE PAGE THEREOF.

FILED WITH THE INTERSTATE COMMERCE COMMISSION
PURSUANT TO 49 U.S.C. §11303 ON MAY __, 1990
AT __:__ .M., RECORDATION NUMBER _____

THIS LEASE AND INDENTURE SUPPLEMENT No. 2 AND AMENDMENT (this "Supplement"), dated May 17, 1990 among The Connecticut National Bank, a national banking association, not in its individual capacity, but solely as Owner Trustee under the Trust Agreement No. 14 dated as of March 14, 1990 (the "Trust Agreement") (in such capacity as trustee, "Lessor"), CSX Transportation, Inc., a Virginia corporation ("Lessee") and Mercantile-Safe Deposit and Trust Company, a Maryland trust company, not in its individual capacity but solely as Indenture Trustee (the "Indenture Trustee").

W I T N E S S E T H

WHEREAS, Lessor and Lessee have entered into the Lease Agreement No. 14 (the "Lease"), Lessor and Lessee have, together with the other parties thereto, entered into a Participation Agreement No. 14 (the "Participation Agreement"), and Indenture Trustee and Owner Trustee have entered into an Indenture and Security Agreement No. 14 (the "Indenture"), each dated as of March 14, 1990, relating to the lease financing of certain Locomotives described therein. All capitalized terms used in this Amendment without definition shall have the meanings defined in Schedule X to the Lease;

WHEREAS, Lessor, Lessee and the Indenture Trustee have executed Lease and Indenture Supplement No. 1 ("Lease Supplement") dated March 30, 1990, wherein the Stipulated Loss Values, Termination Values and Basic Rents applicable in respect of the Locomotives are set forth therein, respectively, on Schedules 2, 3 and 4 thereto;

WHEREAS, Section 9(f) of the Lease requires Basic Rent, Stipulated Loss Value and Termination Value to be adjusted up or down so as to preserve Owner Participant's Net Return if, among other things, Transaction Costs are other than 0.75% of Lessor's Cost;

WHEREAS, Lessor and Lessee are entering into this Supplement to adjust Basic Rent, Stipulated Loss Value and Termination Value as so required; and

WHEREAS, Lessor, Lessee and Indenture Trustee are entering into this Supplement to amend Section 2(c) of the Lease;

NOW, THEREFORE, in consideration of the premises and for good and sufficient consideration, the parties hereto hereby agree as follows:

1. Schedule 2 (Stipulated Loss Value Schedule), Schedule 3 (Termination Value Schedule), and Schedule 4 (Basic Rent Schedule) to the Lease Supplement are deleted in their entirety and replaced by new Schedules 2, 3 and 4 in the form attached hereto as Exhibits A, B and C, respectively.

2. Subclause (ii) of the first sentence of Section 2(c) of the Lease is hereby deleted in its entirety and replaced with the following subclause (ii):

"(ii) at the termination of the applicable storage period or at such earlier time as the Lessor may specify (or as soon thereafter as is practicable), as the Lessor may designate prior to the expiration of such storage period, provided that the Lessee shall not be obligated to move any Locomotive more than once at the request of the Lessor."

3. Except as expressly amended hereby, all provisions of the Lease and the Lease Supplement shall remain unaffected and in full force and effect and any reference to the Lease or the Lease Supplement shall be a reference to the same as amended by this Supplement.

4. All of the provisions of the Lease and the Lease Supplement are hereby incorporated by reference in this Supplement, to the same extent as if fully set forth herein.

5. This Supplement may be executed by the parties hereto in any number of separate counterparts, each of which when so executed and delivered shall be an original, but all of such counterparts shall together constitute but one and the same instrument. The parties agree that on or prior to the date hereof one or more of the parties' execution hereof may be evidenced by a transmission to Thelen, Marrin, Johnson & Bridges, by a telecommunications device capable of creating a written record, of a signature page hereof, executed by such party, with actual copies of executed signature pages to be sent by such party on such date to Thelen, Marrin, Johnson & Bridges, by overnight mail or courier service, provided that the signature pages transmitted by such telecommunications device shall be effective regardless of whether the actual copies of signature pages are sent.

6. This Supplement is being delivered in the State of New York and shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, Lessor, Lessee and Indenture
Trustee have caused this Lease and Indenture Supplement No. 2
to be duly executed and delivered as of the date and year first
above written.

LESSEE:

CSX TRANSPORTATION, INC.

By: A. B. Aftobra

Name: A. B. AFTOBRA

Title: TREASURER

LESSOR:

THE CONNECTICUT NATIONAL BANK
not in its individual capacity,
but solely as Owner-Trustee

By: _____

Name: _____

Title: _____

INDENTURE TRUSTEE:

MERCANTILE-SAFE DEPOSIT
AND TRUST COMPANY, not in
its individual capacity
but solely as Indenture
Trustee

By: _____

Name: _____

Title: _____

[Corporate Seal]

Attest:

By _____

Title: _____

IN WITNESS WHEREOF, Lessor, Lessee and Indenture
Trustee have caused this Lease and Indenture Supplement No. 2
to be duly executed and delivered as of the date and year first
above written.

LESSEE:

CSX TRANSPORTATION, INC.

By: _____
Name: _____
Title: _____

LESSOR:

THE CONNECTICUT NATIONAL BANK
not in its individual capacity,
but solely as Owner-Trustee

By:  _____
Name: PHILIP G. KANE, JR.
Title: VICE PRESIDENT

INDENTURE TRUSTEE:

MERCANTILE-SAFE DEPOSIT
AND TRUST COMPANY, not in
its individual capacity
but solely as Indenture
Trustee

By: _____
Name: _____
Title: _____

[Corporate Seal]

Attest:

By _____
Title: _____

IN WITNESS WHEREOF, Lessor, Lessee and Indenture Trustee have caused this Lease and Indenture Supplement No. 2 to be duly executed and delivered as of the date and year first above written.

LESSEE:

CSX TRANSPORTATION, INC.

By: _____
Name: _____
Title: _____

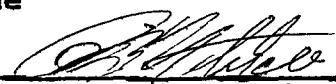
LESSOR:

THE CONNECTICUT NATIONAL BANK
not in its individual capacity,
but solely as Owner-Trustee

By: _____
Name: _____
Title: _____

INDENTURE TRUSTEE:

MERCANTILE-SAFE DEPOSIT
AND TRUST COMPANY, not in
its individual capacity
but solely as Indenture
Trustee

By:  _____
Name: John M. Mitchell
Title: Vice President

[Corporate Seal]

Attest:

By  _____
Title: Corporate Trust Officer

Exhibit A - Revised Schedule 2 to the Lease
 Exhibit B - Revised Schedule 3 to the Lease
 Exhibit C - Revised Schedule 4 to the Lease

Certification to Lessee and Instruction to Lessor:

The undersigned, as Assignee, certifies to Lessee that it calculated the adjustments to Basic Rent, Stipulated Loss Value and Termination Value set forth in the foregoing Loan and Indenture Supplement in accordance with Section 9(f) of the Lease. Pursuant to the Trust Agreement, the undersigned instructs Lessor to enter into the foregoing Amendment.

OWNER PARTICIPANT:

CARGILL LEASING CORPORATION

By: Perry B. Mead
 Name: Perry B. Mead
 Title: Executive Vice President

STATE OF MARYLAND)
 : ss.: Baltimore
COUNTY OF BALTIMORE)

On this 15 day of May, 1990, before me personally appeared A. B. AFTOORA, to be personally known, who, being by me duly sworn, says that he is TREASURER of CSX Transportation, Inc., that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

H. Marlene McCabe
Notary Public

MY COMMISSION EXPIRES JULY 1, 1990
My Commission Expires: _____

[Notary Seal]

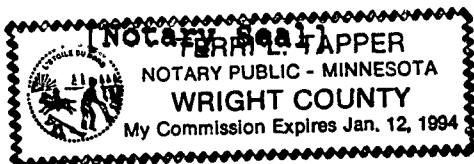
STATE OF MINNESOTA)
): SS.:
COUNTY OF Wright)

On this 17th day of May, 1990, before me personally appeared Perry B. Mead, to be personally known, who, being by me duly sworn, says that he is Executive Vice President of Cargill Leasing Corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

My Commission Expires: 1/12/94



STATE OF CONNECTICUT)
 : ss.: Hartford
COUNTY OF HARTFORD)

On this 15 day of May, 1990, before me personally appeared Philip G. Kane, to be personally known, who, being by me duly sworn, says that he is Vice President of The Connecticut National Bank, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

N. Jean Blair
Notary Public

My Commission Expires: My Commission Expires Mar 31, 1993

[Notary Seal]

STATE OF MARYLAND)

COUNTY OF BALTIMORE)

: ss.: Baltimore

On this 15 day of May, 1990, before me personally appeared John M. Mitchell, to be personally known, who, being by me duly sworn, says that he is Vice President of Mercantile-Safe Deposit and Trust Company, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



LMandelik
Notary Public

My Commission Expires: 12/27/93

[Notary Seal]

**Exhibit A to
Lease and Indenture Supplement No. 2 and Amendment**

Revised Schedule 2 to Lease Agreement

STIPULATED LOSS VALUE

If the event giving rise to an obligation to pay Stipulated Loss Value occurs and the actual date as of which the Owner Participant shall incur Federal income tax consequences shall be earlier or later than the date assumed in originally calculating the applicable Stipulated Loss Value, such value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Stipulated Loss Value shall be payable, there shall be added to the amount determined pursuant to the following schedule, the amount of premium and breakage costs, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Stipulated Loss Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, if the payment of Stipulated Loss Value in respect of a Unit occurs prior to March 29, 1999, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date; if the payment of Stipulated Loss Value in respect of a Unit occurs on March 29, 1999, the Lessee shall also pay the Basic Rent (to the extent it is reflected as an arrears payment on Schedule 4 to the Lease) with respect to such Unit due on such Payment Date; if the payment of Stipulated Loss Value in respect of a Unit occurs after March 29, 1999, the Lessee shall not be obligated to pay Basic Rent in respect to such Unit on such Payment Date.

The Stipulated Loss Value set forth in this Schedule 2 shall be applicable in respect of the Locomotives leased hereunder on the date hereof.

STIPULATED LOSS VALUE

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
15 MAY 1990	100.88492834
29 MAR 1991	107.23469249
29 SEP 1991	107.17966260
29 MAR 1992	108.05407178
29 SEP 1992	107.50034797
29 MAR 1993	108.06145909
29 SEP 1993	107.11198325
29 MAR 1994	107.45541521
29 SEP 1994	106.18121497
29 MAR 1995	106.34843843
29 SEP 1995	104.73693832
29 MAR 1996	104.74191054
29 SEP 1996	102.88509551
29 MAR 1997	102.88509551
29 SEP 1997	99.83361480
29 MAR 1998	97.36998208
29 SEP 1998	97.36400016
29 MAR 1999	92.29042745
29 MAR 1999	92.29042745
29 SEP 1999	94.50040012
29 MAR 2000	94.51651624
29 SEP 2000	89.17579894
29 MAR 2001	89.19894779
29 SEP 2001	83.50239923
29 MAR 2002	83.58418541
29 SEP 2002	77.51683578
29 MAR 2003	77.78152317
29 SEP 2003	71.29009465
29 MAR 2004	71.77516853
29 SEP 2004	64.83753736
29 MAR 2005	65.58633933
29 SEP 2005	58.18039609
29 MAR 2006	59.24294114
29 SEP 2006	51.34683669
29 MAR 2007	52.78073744
29 SEP 2007	44.37318024
29 MAR 2008	34.88120136
29 SEP 2008	36.74946246
29 MAR 2009	34.88188277
29 SEP 2009	28.70539989
29 MAR 2010	30.24272705
29 SEP 2010	20.00000000

**Exhibit B to the
Lease and Indenture Supplement No. 2 and Amendment**

Revised Schedule 3 to Lease Agreement

TERMINATION VALUE

If the event giving rise to an obligation to pay Termination Value occurs and the actual date as of which the Owner Participant shall incur Federal income tax consequences shall be earlier or later than the date assumed in originally calculating the applicable Termination Value, such value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Termination Value shall be payable, there shall be added to the amount determined pursuant to the following schedule, the amount of any premium and breakage costs, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Termination Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, if the payment of Termination Value in respect of a Unit occurs prior to March 29, 1999, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date; if the payment of Termination Value in respect of a Unit occurs on March 29, 1999, the Lessee shall also pay the Basic Rent (to the extent it is reflected as an arrears payment on Schedule 4 to the Lease) with respect to such Unit due on such Payment Date; if the payment of Termination Value in respect of a Unit occurs after March 29, 1999, the Lessee shall not be obligated to pay Basic Rent in respect to such Unit on such Payment Date.

The Termination Value set forth in this Schedule 3 shall be applicable in respect of the Locomotives leased hereunder on the date hereof.

TERMINATION VALUE

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
15 MAY 1990	100.88492834
29 MAR 1991	107.23469249
29 SEP 1991	107.17966260
29 MAR 1992	108.05407178
29 SEP 1992	107.50034797
29 MAR 1993	108.06145909
29 SEP 1993	107.11198325
29 MAR 1994	107.45541521
29 SEP 1994	106.18121497
29 MAR 1995	106.34843843
29 SEP 1995	104.73693832
29 MAR 1996	104.74191054
29 SEP 1996	102.88509551
29 MAR 1997	102.88509551
29 SEP 1997	99.83361480
29 MAR 1998	97.36998208
29 SEP 1998	97.36400016
29 MAR 1999	92.29042745
29 MAR 1999	92.29042745
29 SEP 1999	94.50040012
29 MAR 2000	94.51651624
29 SEP 2000	89.17579894
29 MAR 2001	89.19894779
29 SEP 2001	83.50239923
29 MAR 2002	83.58418541
29 SEP 2002	77.51683578
29 MAR 2003	77.78152317
29 SEP 2003	71.29009465
29 MAR 2004	71.77516853
29 SEP 2004	64.83753736
29 MAR 2005	65.58633933
29 SEP 2005	58.18039609
29 MAR 2006	59.24294114
29 SEP 2006	51.34683669
29 MAR 2007	52.78073744
29 SEP 2007	44.37318024
29 MAR 2008	34.88120136
29 SEP 2008	36.74946246
29 MAR 2009	34.88188277
29 SEP 2009	28.70539989
29 MAR 2010	30.24272705
29 SEP 2010	20.00000000

BASIC RENT

<u>Payment Date</u>	<u>Rent Number</u>	<u>Percentage of Lessor's Cost</u>
9/29/1990	0	0.00000000
3/29/1991	1	3.99600000
9/29/1991	2	5.15172618
3/29/1992	3	3.93857027
9/29/1992	4	5.20915591
3/29/1993	5	3.87540332
9/29/1993	6	5.27232286
3/29/1994	7	3.80592598
9/29/1994	8	5.34180020
3/29/1995	9	3.72950786
9/29/1995	10	5.41821832
3/29/1996	11	3.64545557
9/29/1996	12	5.50227061
3/29/1997	13	3.55300646
9/29/1997	14	6.60448717
3/29/1998	15	5.86421772
9/29/1998	16	3.28350846
3/29/1999	17 + 18	9.15437276
9/29/1999	19	2.99615981
3/29/2000	20	8.18439441
9/29/2000	21	2.81862090
3/29/2001	22	8.36193332
9/29/2001	23	2.60548899
3/29/2002	24	8.57506523
9/29/2002	25	2.30694346
3/29/2003	26	8.87361076
9/29/2003	27	1.97857323
3/29/2004	28	9.20198099
9/29/2004	29	1.61739882
3/29/2005	30	9.56315540
9/29/2005	31	1.22014308
3/29/2006	32	9.96041114
9/29/2006	33	0.78320149
3/29/2007	34	10.39735273
9/29/2007	35	11.18055422
3/29/2008	36	0.00000000
9/29/2008	37	3.61359358
3/29/2009	38	7.56696064
9/29/2009	39	0.00000000
3/29/2010	40	11.18055422